

Exhibit M

LACKLAND AFB HOUSING LEASE AGREEMENT
(Active Duty Military Resident)

COMMUNITY: LACKLAND FAMILY HOMES					
UNIT NUMBER 2138	UNIT ADDRESS BLAKE RD				UNIT TYPE
CITY SAN ANTONIO	COUNTY BEXAR	STATE TX		ZIP 78236	
1. CURRENT DATE (MM/DD/YYYY) 11/17/2019	2. LEASE COMMENCEMENT DATE (MM/DD/YYYY) 11/18/2019			3. LEASE END DATE (MM/DD/YYYY) 11/30/2020	
4. RESIDENT(S) - INDIVIDUAL(S) RESPONSIBLE FOR LEASE					
a. NAME (Last, First, Middle Initial) NORTHUP, GILBERT S.	b. SSN 6317	c. Pay Grade E-5	d. Branch USAF	e. Duty Station/UIC JBSA	f. Home Phone ██████████
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	D. Branch	e. Duty Station/UIC	f. Home Phone
a. NAME (Last, First, Middle Initial)	b. SSN	c. Pay Grade	D. Branch	e. Duty Station/UIC	f. Home Phone
5. MONTHLY RENT \$ █████			6. PARTIAL RENT PAYMENT \$ █████		
7. SECURITY DEPOSIT AMOUNT \$ █████					
8. LATE CHARGE \$ █████					
9. RETURNED PAYMENT CHARGE \$ █████					
10. UTILITIES PAID BY LANDLORD OR RESIDENT: As described in Section 19.					
11. RENT PAYABLE TO LANDLORD AT THE MANAGEMENT OFFICE LOCATED AT: 2254 BRIAN MCELROY, LACKLAND AFB, TX 78236 BAH ALLOTMENT					
12. LIST OF ALL OCCUPANTS (Do not list any from Number 4 above)					
1a. NAME (Last, First, Middle Initial) NORTHUP, ZAKIYAH H.				b. AGE 32	c. RELATIONSHIP SPOUSE
2a. P █████, L █████				b.13	c. CHILD
3a.				b.	c.
4a.				b.	c.
5a.				b.	c.
6a.				b.	c.
13. EMERGENCY CONTACT					
a. NAME ZAKIYAH NORTHUP	b. RELATIONSHIP SPOUSE	c. TELEPHONE ██████████			
14. SPECIAL PROVISIONS AND ADDITIONAL AGREEMENTS:					

This LEASE AGREEMENT (this “Lease”), is made on the “Current Date” set forth in Box 1, Page 1, between **Lackland Family Housing, LLC**, a Delaware limited liability company (“Landlord”), and the individual(s) set forth in Box 4, Page 1 (collectively, “Resident”).

1. TERM OF OCCUPANCY: Landlord grants occupancy to the Resident and only those persons authorized in this Lease in Section 8 below, for an initial term of one (1) year, at the premises located on Lackland Air Force Base, Texas (the “Installation”), set forth on Page 1 of this Lease (the “Premises”), for use as a dwelling only, together with the property noted on the Property Condition Report received at move in. Occupancy of the Premises by Resident shall begin on the date set forth in Box 2, Page 1 and end on the date set forth in Box 3, Page 1 (the “Initial Term”). After expiration of the Initial Term, this Lease will automatically continue on a month-to-month tenancy until terminated by either party upon giving thirty (30) days written notice.

2. RENT:

(a) FULL BAH/FIXED MARKET RENT

For Residents paying Full BAH: Subject to Section 19 (and subsection (b) below, if applicable), the rent and Landlord-provided utilities (“Rent”) shall be no greater than the Basic Allowance for Housing at the With Dependents rate (the “BAH”) for Resident’s duty station and military grade, if Resident’s duty station is within a sixty (60) minute commute of the Premises, or no greater than at the With Dependents rate that would be charged for Resident’s military grade at the Premises if Resident’s duty station is not within a sixty (60) minute commute of the Premises. Rent shall be payable in monthly installments. The monthly Rent installment will begin in the amount specified in Boxes 5 and 10, Page 1, due in accordance with the payment option (Allotment, Third Party Vendor Managed Allotment, UDEFT, or Direct Payment) as selected below. If Residents are dual Military (service member married to service member), the Rent for the Premises will be, subject to Section 19 (and subsection (b) below, if applicable), no greater than the BAH of the senior service member Resident at the With Dependent’s rate. If Resident’s BAH rate changes at any time for any reason, Resident shall notify Landlord within ten (10) business days of the change. Resident shall be responsible for the payment of Rent at the changed rate from the effective day of any change in Resident’s BAH rate and payable when received by Resident. Resident agrees that the foregoing constitutes effective notice from Landlord of the change in the amount of the monthly Rent which will take effect upon any change in Resident’s applicable BAH. In the event Resident becomes ineligible for BAH, the Rent will be, subject to Section 19 (and subsection (b) below, if applicable), equal to Resident’s BAH immediately prior to Resident’s ineligibility. If this Lease begins after the first (1st) day of the month, Resident shall pay the prorated amount based upon 1/30th of the monthly Rent. Resident shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1st) day of the following month. If Resident vacates the Premises on a day other than the last day of a monthly rental period, the daily rental rate due for any resulting partial rental period shall be calculated by dividing the monthly rental rate by thirty (30). Landlord shall refund any monies due to Resident within ten (10) business days of Landlord’s receipt of the BAH allotment applicable to the month of termination.

i. **Allotment Option:** Resident chooses to pay Rent in arrears on the first (1st) day of the following month through an allotment from the senior

service member Resident's pay account to Landlord ("Allotment"). The Allotment will be changed when changes occur to the senior service member Resident's BAH rate. Resident shall execute any additional documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via Allotment at Lease signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. If Resident's Allotment is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. X - (Initial here to select this option.) (POM)

ii. **Third Party Vendor Managed Allotment Option:** Resident authorizes the Allotment to be initiated and changed by the vendor as set forth in Section 2(a)(i) of this Lease. Authorization is also given to stop the Allotment at the time that the Lease is terminated. The Allotment will be changed when changes occur to the senior service member Resident's BAH rate. Resident shall execute all documents that are necessary to such Allotment at signing of this Lease and Resident agrees to take no action to terminate the Allotment without making arrangements acceptable to Landlord. If Resident takes action to terminate the Allotment, without written permission from Landlord, before providing notice to vacate and paying last month's Rent, the Allotment may be restarted automatically if the Resident still occupies the Premises; provided, however, that if the Allotment is unable to be restarted, then Resident will be considered in material breach of this Lease, unless such Allotment termination is beyond Resident's fault or control. _____ - (Initial here to select this option.)

iii. **UDEFT Option:** Resident chooses to pay Rent in arrears on the first (1st) day of the following month through Unit Diary Entry Electronic Funds Transfer ("UDEFT") from the senior service member Resident's pay account to Landlord. The UDEFT will be changed by Resident when changes occur to the senior service member Resident's BAH rate. It is Resident's responsibility to make adjustments in the UDEFT to reflect any changes in Resident's BAH rate. Resident shall execute all required documents that are necessary to make monthly Rent payments equal to the BAH to Landlord via UDEFT at Lease signing and agrees to take no action to terminate such UDEFT without making arrangements with Landlord. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. _____ - (Initial here to select this option.)

iv. **Direct Payment Option:** Resident chooses not to use the Allotment or UDEFT payment options and agrees to make Rent payments directly to Landlord on the first day of each month, without notice, to

Landlord's office located at the address listed in Box 11, Page 1, or such other person at such address as Landlord may notify Resident. Rent payment owed by Resident pursuant to this Option will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. Resident acknowledges that by selecting this option, a security deposit will be required pursuant to Section 3 below. _____ - (Initial here to select this option.)

Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Lease, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or to a third party billing service engaged by Landlord.

(b) **FIXED MARKET RENT**

For Residents paying a Fixed Rent Amount: The rent and Landlord-provided utilities ("Rent") shall be in an amount shown in Box 5, Page 1, subject to Section 19 (and subsection (b) below, if applicable). Rent shall be payable in monthly installments, due in accordance with the payment option (Allotment, Third Party Vendor Managed Allotment, UDEFT, or Direct Payment) as selected below.

The monthly rental rate may be subject to increase (i) at the end of the initial term, and (ii) thereafter upon thirty (30) days' written notice by Landlord.

If this Lease begins after the first (1st) day of the month, Resident shall pay the prorated amount based upon 1/30th of the monthly Rent. Resident shall pay the Partial Month Rent shown in Box 6, Page 1, on the first (1st) day of the following month. If Resident vacates the Premises on a day other than the last day of a monthly rental period, the daily rental rate due for any resulting partial rental period shall be calculated by dividing the monthly rental rate by thirty (30). Landlord shall refund any monies due to Resident within ten (10) business days of Landlord's receipt of the BAH allotment applicable to the month of termination.

i. **Allotment Option:** Resident chooses to pay Rent in arrears on the first day of the following month through an allotment from the senior service member Resident's pay account to Landlord ("Allotment"). The Allotment will be changed when changes occur to the Rent rate. Resident shall execute any additional documents that are necessary to make monthly Rent payments to Landlord via Allotment at Lease signing and agrees to take no action to terminate such Allotments without making arrangements with Landlord. If Resident's Allotment is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. _____ - (Initial here to select this option.)

ii. **Third Party Vendor Managed Allotment Option:** Resident authorizes the Allotment to be initiated and changed by the vendor as set forth in Section 2(b)(i) of this Lease. Authorization is also given to stop the Allotment at the time that the Lease is terminated. The Allotment will be changed when changes occur to the Rent rate. Resident shall execute all documents that are necessary to such Allotment at signing of this Lease and Resident agrees to take no action to terminate the Allotment without making arrangements acceptable to Landlord. If Resident takes action to terminate the Allotment, without written permission from Landlord, before providing notice to vacate and paying last month's Rent, the Allotment may be restarted automatically if the Resident still occupies the Premises; provided, however, that if the Allotment is unable to be restarted, then Resident will be considered in material breach of this Lease, unless such Allotment termination is beyond Resident's fault or control. _____ - (Initial here to select this option.)

iii. **UDEFT Option:** Resident chooses to pay Rent in arrears through Unit Diary Entry Electronic Funds Transfer ("UDEFT") from the senior service member Resident's pay account to Landlord. The UDEFT will be changed by Resident when changes occur to the Rent rate. It is Resident's responsibility to make adjustments in the UDEFT to reflect any changes in the Rent rate. Resident shall execute all required documents that are necessary to make monthly Rent payments to Landlord via UDEFT at Lease signing and agrees to take no action to terminate such UDEFT without making arrangements with Landlord. If Resident's UDEFT is terminated while Resident is still in possession of the Premises without written permission from Landlord, Resident will be considered in material breach of this Lease, unless such termination is beyond Resident's fault or control. _____ - (Initial here to select this option.)

iv. **Direct Payment Option:** Resident agrees to make Rent payments in advance directly to Landlord on the first day of each month, without notice, to Landlord's office located at the address listed in Box 11, Page 1, or such other person at such address as Landlord may notify Resident. Rent payment owed by Resident pursuant to this Option will be payable by personal check, certified check, cashier check, Electronic Funds Transfer (EFT), or money order at the address specified. Resident acknowledges that by selecting this option, a security deposit will be required pursuant to Section 3 below. _____ - (Initial here to select this option.)

Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Lease, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or to a third party billing service engaged by Landlord.

3. SECURITY DEPOSIT AND PET FEES: A security deposit in the amount set forth in Box 7, Page 1 will be required. Landlord agrees to hold the security deposit, if any, in accordance with applicable law, including any required payment of interest. Upon the end of the lease term, Landlord will determine what portion, if any, of the security deposit is to be returned by Landlord after deductions for damages and unpaid Rent and shall refund all or the remaining portion of the security deposit (as the case may be) to Resident within thirty (30) calendar days of the end of the term. In the event Landlord retains any or all of the security deposit, Landlord will additionally provide Resident with a written statement itemizing the reasons for the retention of any or all of the security deposit. The refund (if any) and statement will be mailed to the last known address of Resident. Information regarding pet fees is available in the Pet Addendum attached as Exhibit "C" and made a part hereto.

4. LATE PAYMENT AND RETURNED PAYMENTS: Payments for Rent not received by Landlord on or before the due date are late and constitute a default under this Lease.

- (a) If any installment of Rent is not received by Landlord within five (5) days from the due date, Resident agrees, to the extent permitted by applicable law, to pay an administrative fee as set forth in Box 8, Page 1, except that Resident will not be required to pay the administrative fee if delayed receipt of the allotment is due to no fault of the Resident.
- (b) Resident also agrees, to the extent permitted by applicable law, to pay Landlord an additional charge for any returned item as set forth in Box 9, Page 1.
- (c) Landlord has the right to require that all payments, including any fees or charges permitted to be assessed by Landlord in accordance with this Lease, that are not paid by Allotment, Third Party Vendor Managed Allotment or UDEFT be made by money order, personal check, cashier's check or certified check payable directly to Landlord or to a third party billing service engaged by Landlord.

5. EARLY TERMINATION OF LEASE BY RESIDENT:

- (a) It is mutually agreed that if Resident or Resident's spouse is an active member of the Armed Forces of the United States or a member of the National Guard serving on full-time duty or as an active duty Civil Service technician with a National Guard unit, this Lease may be terminated by the Resident without payment of any penalty or liquidated damages if the member:
 - (i) Retires; or
 - (ii) Is released from active duty; or
 - (iii) Is transferred (PCS) beyond a twenty-five (25) mile radius of the Installation; or
 - (iv) Has received orders to occupy public quarters; or
 - (v) Is deployed for more than ninety (90) days (the Resident or the Resident's spouse may exercise early termination of this Lease or the Lease may remain in full force and effect until the end of the Lease term).
- (b) If Resident seeks early termination of this Lease for (i), (ii), (iii), (iv) or (v) above, Resident shall deliver to the Landlord a written notice stating the grounds for

early termination with documentation that supports the grounds for early termination. Such notice shall also state an effective date for the termination, which date shall not be less than thirty (30) days after the date of Landlord's receipt of the notice, except for short notice assignments or for any reason whereby notification cannot be made due to no fault of Resident. The date for termination shall not be more than sixty (60) days prior to the date of departure necessary to comply with the official orders or supplemental instructions for interim training or duty prior to the transfer. The final month's Rent owed by the Resident shall be prorated based on the date of termination and such prorated Rent shall be payable the first (1st) day of the month immediately following termination.

- (c) This Lease will also terminate at the option of the surviving spouse or personal representative, on the death of the Resident or if Resident is declared missing-in-action. Or the Lease may remain in full force and effect at the same rental rate for a maximum period of twelve (12) months from the month of Resident's death or missing-in-action declaration. Landlord will be provided with written notice of a Lease termination not less than thirty (30) days before such Lease termination date.

If two Resident(s) are military members and only one Resident terminates this Lease under Section 5 above, the remaining Resident will not be required to terminate the Lease, but has the option to do so by providing Landlord a written thirty (30) day notice of intent to vacate. In the event such remaining military Resident continues to occupy the Premises under this Lease, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination.

If only one Resident is a military member and if that Resident terminates this Lease under Section 5 above, this Lease shall automatically terminate unless Landlord agrees in writing otherwise. In the event such non-military Resident continues to occupy the Premises under this Lease with Landlord's permission, the monthly rental rate for the remainder of the then current term shall continue to be the monthly Rent payable immediately prior to termination by the military Resident.

6. EARLY TERMINATION OF LEASE FOR CHANGES IN STATUS: Resident is required to provide notice to Landlord as soon as reasonably possible of any change in marital or dependent status. If Resident's status changes, such that Resident is no longer eligible as an active duty military member ("Target Tenant"), to the extent permitted by applicable law, this Lease shall terminate thirty (30) days after the change in status, unless Landlord shall approve a different termination date and Resident shall continue to pay Rent at the BAH "with dependents" rate.

7. EARLY TERMINATION OF LEASE FOR OTHER CAUSES: For any early Lease termination not described in Section 5 or 6 of this Lease, to the extent permitted by applicable law, Resident shall pay an amount equal to thirty (30) days' Rent to the Landlord as liquidated damages for the early termination of this Lease. Such liquidated damages shall be paid in addition to any prorated monthly Rent or other money owed by the Resident as the result of damage beyond normal wear and tear to the Premises. Notwithstanding anything else in this

Section 7, if Resident has occupied the Premises for more than one (1) year, there shall be no liquidated damages for early termination.

8. NUMBER OF OCCUPANTS: Resident agrees that the Premises shall be occupied only by Resident and Resident's immediate family, as set forth in Box 12 on Page 1, or such additional occupants that have been approved to reside in the Premises by the Installation Commander and Landlord.

9. SINGLE FAMILY DWELLING: Resident acknowledges that the Premises is a single-family dwelling and will be used for occupancy by one family only. Occupancy by more than one family is prohibited. Immediate relatives of Resident and Resident's spouse may be considered normal residents of the household and are not "Social Visitors", regardless of the period of stay. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside of the commuting area are limited to thirty (30) days. Resident agrees that the duration of social visits by anyone residing within the sixty (60) minute commuting area of the Installation is limited to no more than two (2) days.

10. INSPECTION AT COMMENCEMENT OF OCCUPANCY: Resident and Landlord acknowledge that, prior to signing this Lease, they conducted a joint examination of the Premises in accordance with the written policy set forth in the Resident Guide. Resident hereby acknowledges that, except as specifically set forth in the attached Property Condition Report, the Premises were rented to Resident in good order and repair and that the Premises were rented to the Resident in safe, clean and habitable condition. The parties agree that all Landlord-promised repairs, alterations, and maintenance are written in the Property Condition Report. Landlord acknowledges the responsibility to provide Resident with Premises that are in a habitable condition. Notwithstanding any other provision of this Lease, any latent defects that are found in violation of any applicable law shall be cause for termination of this Lease by the Resident unless cured by Landlord within fifteen (15) days of Resident's notice to Landlord. Resident further acknowledges responsibility for maintaining the Premises in a clean condition. Damage to the Premises beyond normal wear and tear that is not described on the Property Condition Report as existing prior to Resident's occupancy is subject to repair by Landlord and Resident shall pay the actual cost of such repairs.

11. ACCEPTANCE OF THE PREMISES:

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, RESIDENT ACCEPTS THE PREMISES IN ITS PRESENT CONDITION, AS IS, WHERE IS AND WITH ALL FAULTS.
- (b) Resident accepts existing locks as safe and acceptable. If Resident requests that Landlord install, change or re key a security device, Resident shall provide written notice thereof to Landlord. Resident shall pay for the total cost of Landlord's compliance with Resident's request to install, change or re-key a security device, except as provided to the contrary and subject to the limitations specified by applicable law. Upon written request from Resident to Landlord, Landlord shall repair or replace a security device installed by Landlord that is inoperable or in need of repair or replacement. Landlord shall have a reasonable time, which shall not exceed three (3) days, in which to comply with a written request from Resident for rekeying, changing, installing, repairing or replacing a security device. Resident shall not remove or add any security devices at the Premises

without the prior written consent of Landlord, and each of such security devices shall be deemed to be fixtures permanently attached to the Premises. For each Landlord-approved device installed by Resident, a key or other access device shall be provided to Landlord within twenty-four (24) hours of its installation.

12. SMOKE AND CARBON MONOXIDE DETECTORS :

- (a) Landlord shall have no duty to furnish smoke detectors except as required by applicable law. When smoke detectors are furnished, Landlord shall test same and provide initial batteries at the commencement of this Lease. Thereafter, Resident shall pay for and replace smoke detector batteries, if any, as needed. During the term of this Lease, including any renewal and extension, Landlord will inspect and repair a smoke detector if Resident first gives Landlord written notice that the smoke detector needs to be inspected or repaired. If the smoke detector is damaged or malfunctioning as the result of damage caused by Resident, any Occupant or Resident's guests or invitees, Landlord shall repair or replace the damaged or malfunctioning smoke detector and Resident will pay the actual cost of repairs or replacement. Landlord shall have a reasonable time (not to exceed two (2) business days) in which to comply with Resident's request for inspection or repair of a smoke detector.
- (b) Landlord shall have no duty to furnish carbon monoxide detectors except as required by applicable law. When carbon monoxide detectors are furnished, Landlord shall test same and provide initial batteries at the commencement of this Lease. Thereafter, Resident shall pay for and replace carbon monoxide detector batteries, if any, as needed. During the term of this Lease, including any renewal and extension, the Landlord will inspect and repair a carbon monoxide detector if Resident first gives the Landlord written notice that it needs to be inspected or repaired. If the carbon monoxide detector is damaged or malfunctioning as the result of damage caused by Resident, any Occupant or Resident's guests or invitees, Landlord shall repair or replace the damaged or malfunctioning carbon monoxide detector and Resident will pay the actual cost of repairs or replacement. Landlord shall have a reasonable time (not to exceed two (2) business days) in which to comply with Resident's request for inspection or repair of a carbon monoxide detector.

13. ASSIGNMENT AND SUBLetting: Resident shall neither assign this Lease nor sublet the Premises nor grant any concession or license to use the Premises or any part thereof. Any assignment, concession or license shall constitute a breach of this Lease by Resident and may subject Resident to eviction and/or claims by Landlord for damages.

14. NUISANCE: Resident will use the Premises in a manner that does not disturb other Residents or creates a public nuisance. Such may be cause for termination in accordance with this Lease and in accordance with applicable law.

15. PROHIBITED ACTIVITIES, ILLEGAL SUBSTANCES, AND MATERIALS:

- (a) Resident or any occupant shall not possess, store, or otherwise permit anyone to possess or sell illegal substances on the Premises, including but not limited to illegal weapons, explosives, or chemicals with which illegal drugs may be produced. Possession of said contraband or illegal items will constitute a breach

of this Lease by Resident and will, at the option of Landlord, result in immediate termination of this Lease if such breach constitutes a criminal or willful act which is not remediable, and which poses a threat to the health or safety of Resident, the other occupants of the Premises, or other residents of the community.

- (b) Resident or any occupant shall not knowingly permit illegal or unlicensed gambling on the Premises; install or operate, or permit to be installed or operated, any device which is illegal; use or knowingly permit the Premises to be used for any illegal business or purpose; knowingly allow activities that would constitute a nuisance; or sell, or commercially store or dispense, or permit the sale, or commercial storage or dispensing of beer or other intoxicating liquors on the Premises without the permission of the Installation Commander or designee.
- (c) Resident or any occupant shall not keep or have on the Premises any article, liquids, chemicals or thing of a dangerous, inflammable, explosive, or hazardous nature that might unreasonably increase the danger of fire, explosion, or cause physical illness on the Premises, or that might be considered hazardous or extra hazardous by governmental officials or under the provisions of an insurance policy.
- (d) Landlord shall have no obligation to search or make any inspection to discover dangerous articles, liquids, chemicals or things such as are described in subsection (c), above. Should Resident or any occupant maintain such hazardous materials on the Premises that cause injury or damage to any persons or property, Resident shall bear all legal and financial responsibility for said injury and/or damage which results therefrom. Failure of Resident to remove said materials upon written request of the Landlord shall entitle Landlord to immediately terminate this Lease.

16. RESIDENTIAL BUSINESS: Resident may, with written permission of Landlord, which permission shall not be unreasonably withheld, conduct a business on the Premises of a type permitted by government regulations governing the conduct of business activities in military family housing. Residents conducting a residential business (e.g., child care) will be required to comply with and are subject to inspection and compliance with government standards. Landlord's granting of permission is not a warranty that the Premises are suitable for the conduct of Resident's business. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the Premises and no interior or exterior structural modifications or additions shall be made to accommodate Resident's business. Resident is responsible for obtaining the necessary permissions and/or licenses and will indemnify, save and hold harmless Landlord for any failures to obtain the necessary permissions and/or licenses and for any damage to third parties arising from the conduct of Resident's business.

17. ANIMALS/PETS: A maximum of two (2) pets are allowed to live or be harbored on the Premises, in accordance with the restrictions set forth in the Pet Addendum and Resident Guide.

18. CABLE, SATELLITE AND OTHER TELEVISION FACILITIES: Resident shall be permitted to keep a cable, satellite dish or other television equipment as set forth in the Cable/Satellite Dish Addendum (Attachment "D").

19. UTILITIES: Utility charges are to be paid as follows:

ITEM	TO BE PAID BY	ITEM	TO BE PAID BY
HEAT	LANDLORD	CABLE TV	RESIDENT
SEWER	LANDLORD	SATELLITE TV	RESIDENT
ELECTRICITY	LANDLORD	TELEPHONE	RESIDENT
FUEL OIL	LANDLORD	HIGH SPEED INTERNET	RESIDENT
WATER	LANDLORD	OTHER	
GARBAGE	LANDLORD	OTHER	
GAS	LANDLORD	OTHER	

Responsibilities for utility costs are as follows: Landlord shall pay for water, sewer, electricity, gas, oil (if applicable) and garbage. Resident shall pay for cable or satellite television, telephone, high speed internet, and any Charge (as defined below) as described below for their individual Premises. Except as otherwise set forth in this Section, there shall be no change in Resident's or Landlord's respective responsibilities for payment of said utilities pursuant to this Lease without Landlord providing Resident at least sixty (60) days prior written notice. Landlord shall have the right to charge reasonable administration fees to Resident in connection with the processing of billing notices for Landlord-provided utilities, including a Utility Notice (as defined below). Notwithstanding anything to the contrary in this Lease, upon the failure of Resident to pay any amounts due under this Section, Landlord shall have the same rights and remedies under this Section as Landlord has as a result of Resident's failure to pay any other Rent amounts due under this Lease. These rights and remedies include, without limitation, the imposition of any applicable late charges, and costs applicable to termination rights and rights upon default of Resident.

CHECK AND INITIAL APPROPRIATE SECTION BELOW:

The Office of the Secretary of Defense has mandated implementation of a utility billing program that compares actual energy consumption by the Resident with a baseline average energy consumption at similar homes. Under the program, each Resident is encouraged to increase overall energy awareness and to conserve energy through good stewardship. Residents are credited for energy consumption below such baseline ("Conservation Credit") or are charged for energy consumption above such baseline ("Charge").

[for units already separately metered and in live billing]

A portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within fifteen (15) days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the

Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$ [REDACTED], refunded to Resident. _____ **RESIDENT INITIALS**

[for units not yet separately metered and in live billing but expected to be in future]

Upon the date when the electric and/or gas utility service have been separately metered for the Premises and live billing commences, a portion of the Rent shall be allocable to the electric and/or gas utility service for the Premises (the "Utility Baseline"), based upon a baseline set by Landlord using such data as the age and size of the Premises, type of construction, type of appliances, and other factors. On a monthly basis, Landlord will compare the actual, metered cost of electric and/or gas utility service for the Premises (the "Actual Utility Cost") to the Utility Baseline and provide Resident with notice of such costs (the "Utility Notice"). If the Actual Utility Cost exceeds the Utility Baseline, Resident shall pay Landlord the amount of such excess within fifteen (15) days after receipt of the Utility Notice. If the Actual Utility Cost is less than the Utility Baseline, the Resident's utility account shall be credited by such difference or, if the accumulated credit is over \$ [REDACTED], refunded to Resident. _____ **RESIDENT INITIALS**

(X)
(POA)

20. REPAIRS: Resident shall make no repairs to the Premises or fixtures located within the Premises without the written approval of Landlord or in accordance with applicable law. Resident shall immediately notify Landlord of any damage to the Premises. Landlord shall make a diligent effort to repair or remedy the condition in accordance with applicable law and the Service Request call response times in the Resident Guide. The response time will begin upon Landlord's receipt of Resident's written notice requesting such repairs. In the event the need for the repair is due to damage beyond normal wear and tear caused by Resident, occupants, guests, or pets, Resident will be held responsible for the actual cost of the repairs.

21. ALTERATIONS AND FIXTURES: Resident shall make no alterations to the Premises, incur any debt against Landlord or create any lien upon the Premises for any work done or material furnished without the express written consent of Landlord. Any fixtures installed by Resident shall be at Resident's expense, shall be affixed in a manner that will not damage the Premises, and shall be removed by Resident, without damage to the Premises, at the expiration or termination of this Lease. In the event such fixture or other personal property of Resident is not removed at the expiration or termination of this Lease, Landlord may treat the same as abandoned and charge Resident the actual cost paid for removal of the property and repair of the Premises, in accordance with applicable law.

22. ACCESS DURING OCCUPANCY: Resident will allow Landlord or an agent of Landlord to enter the Premises for purposes of access, upon twenty-four (24) hours' notice, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturdays. In the event Resident is absent, Landlord will endeavor to delay the access until the return of Resident but need not do so beyond fourteen (14) days from Landlord's initial notice to Resident. The purpose of the access is to ensure the Premises are maintained, not in need of repair and that their use is in conformity with the provisions of this Lease. Landlord shall have access to the Premises at other times, with prior notice to Resident, for the purpose of making requested repairs, as provided in the Resident Guide. Landlord shall have immediate access, without notice to Resident, to the Premises in case of an emergency situation, as provided in the Resident Guide. Landlord or its agent will leave a notification advising Resident that the Premises has been entered, when

Resident is not present. The Premises must be inspected by Landlord a minimum of two (2) times per year to ensure that the fire and safety systems are operating properly.

23. DESTRUCTION OF PREMISES:

- (a) If the Premises, or any part thereof, without any fault or neglect of Resident, occupants, guests or invitees, shall be destroyed or so injured by the elements or other cause as to be unfit for occupancy, Resident may thereupon surrender possession of the Premises to Landlord, and thereupon this Lease shall cease and be void. Upon surrendering possession of the Premises to Landlord, Resident shall have provided the Landlord of Resident's intent to terminate the Lease. The Lease terminates as of the date of surrendering the Premises. Resident may request that Landlord make the Premises fit for occupancy within seven (7) days of surrender and Rent will begin to accrue when Resident re-occupies the Premises, provided such Premises are made fit for occupancy within seven (7) days.
- (b) There shall be no abatement or cessation of Rent if damage to the Premises is the result of the negligence or willful act of Resident, any occupant or Resident's guests or invitees.

24. LIABILITY, INDEMNITY AND INSURANCE:

- (a) Landlord shall not be liable to Resident, Resident's family members, guests, or invitees for any damages, injuries or losses to person or property caused by crime, vandalism, fire, smoke, pollution (including second hand smoke), water, lightning, rain, flood, water leaks, hail, ice, snow, explosion, interruption of utilities, electrical shock, defect in any contents of the dwellings, latent defect, acts of nature, other unexplained phenomena, acts of other residents, or any other cause not the result of the negligence of the Landlord or its representatives, acting in the course and scope of employment. Resident expressly acknowledges that Landlord has made no representations, agreements, promises, or warranties regarding security of the Premise or surrounding community. Landlord does not guarantee, warrant or assure Resident's personal security. IN THE EVENT OF CRIMINAL ACTIVITY, RESIDENT SHOULD CONTACT THE SECURITY FORCES IMMEDIATELY.
- (b) **DISCLAIMER OF LIABILITIES:** LANDLORD SHALL NOT BE LIABLE TO RESIDENT'S INVITEES, GUESTS, FAMILY, EMPLOYEES, AGENTS, SERVANTS, OR OTHER OCCUPANTS OF THE PREMISES FOR ANY PERSONAL INJURIES OR DAMAGE TO PROPERTY CAUSED BY DEFECTS, DISREPAIR, OR FAULTY CONSTRUCTION OR THE PREMISES, OR LOSS FROM THEFT, VANDALISM, FIRE, WATER, HURRICANE, RAIN, EXPLOSION, OR OTHER CAUSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LANDLORD'S NEGLIGENCE, UNLESS THE SAME IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF LANDLORD.
- (c) **RESIDENT'S INDEMNITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT SHALL BE FINANCIALLY RESPONSIBLE FOR REIMBURSING LANDLORD IF LANDLORD INCURS ANY LOSS OR

DAMAGE AS A RESULT OF OR RELATING TO ANY DEFAULT BY RESIDENT. WITHOUT LIMITING THE FOREGOING, RESIDENT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES TO THE PREMISES OR OTHER PROPERTY OR PERSONAL INJURY ARISING FROM (i) RESIDENT'S NEGLIGENT USE OR OCCUPANCY OF THE PREMISES, (ii) FROM ANY ACTIVITY, WORK, OR THING DONE, PERMITTED OR SUFFERED BY RESIDENT IN OR ABOUT THE PREMISES OR (iii) FROM ANY ACTIVITY, WORK, OR THING DONE OR PERMITTED BY THE LANDLORD IN OR ABOUT THE PREMISES, INCLUDING, WITHOUT LIMITATION, LANDLORD'S NEGLIGENCE, UNLESS THE SAME IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL ACT OR WILLFUL OMISSION OF LANDLORD.

(d) RENTER'S INSURANCE:

- (i) Resident agrees to obtain and maintain at all times during the term of this Lease, at Resident's expense, (i) property insurance to cover losses or damage to personal property and (ii) liability insurance with a minimum coverage of \$ [REDACTED] to protect Resident from claims for property damage and physical injury caused by or to Resident, or Resident's family member(s), invitees or guests. Upon execution of this Lease and thereafter upon request of Landlord, Resident will provide Landlord with evidence of the required insurance coverages, which shall name Landlord as an interested party.
- (ii) Resident acknowledges that: (i) Landlord is not responsible for Resident's losses resulting from flood, earthquakes, natural disasters, power failures, or fire or any other cause where Landlord was neither negligent nor the proximate cause of Resident's loss, (ii) Landlord's insurance does not cover the loss of or damage to Resident's personal property, and (iii) Resident's failure to maintain the insurance required above may result in Resident being liable to Landlord and others for loss or damage caused by Resident's actions or those of any family member(s), invitees or guests of Resident.

25. EXIT INSPECTION OF PREMISES: All exit inspections shall be conducted in accordance with the Resident Guide. Using the Property Condition Report that was received by Resident to record the condition of the Premises at the move-in inspection, Landlord shall itemize any damages to or deficiencies in the condition of the Premises that exceed normal wear and tear. Landlord shall sign and provide Resident with a copy of the move-out Property Condition Report. Any damage charges estimated to be in excess of \$ [REDACTED] will be documented by Landlord with photographs.

- (a) Resident-Initiated Move-Out: It shall be the responsibility of Resident to request an exit inspection of the Premises with Landlord. At the time Resident provides written notice to vacate, Landlord will provide to Resident detailed standards for cleaning the Premises. An appointment for an exit inspection may be scheduled no less than ten (10) working days before Resident vacates the Premises pursuant to this Lease.

(b) Eviction: Landlord shall schedule and conduct an exit inspection as soon as reasonably possible after eviction, in accordance with the Resident Guide and with the cooperation of Resident's superior officers and the Installation Commander or designee.

26. TERMINATION BECAUSE OF DEFAULT: Except as otherwise provided herein, if either Landlord or Resident materially fails to comply with any of the terms of this Lease, and if such default continues for thirty (30) days after a notice to cure the default has been delivered to the offending party, (except that only a five (5) day notice shall be required if the default consists of Resident's failure to pay Rent when due), then thirty (30) days after notice is delivered (or five (5) days in the case of a failure to pay Rent when due), the injured party shall have the option of declaring this Lease terminated and Resident may immediately vacate the Premises, and Landlord shall be entitled to immediate possession of the Premises, without the injured party forfeiting whatever other rights the injured party may have for breach of this Lease.

27. EVICTION:

(a) Landlord may terminate this Lease and evict Resident in accordance with applicable law for Resident's failure to pay Rent, or for one or more violations of this Lease, or:

- (i) any other actions that affect or threaten to affect the health or safety of other residents in the community; or
- (ii) any other actions that substantially interfere with the right to quiet enjoyment of other residents of the community; or
- (iii) upon notice that Resident or a member of Resident's family is or has been barred from entry onto the military installation by the Installation Commander.

(b) If Resident willfully remains in possession of the Premises without Landlord's consent after expiration or termination of this Lease, Resident is deemed to be in breach of this Lease and Landlord may commence an eviction action. An eviction action may be filed at the later of (i) the first day following the termination of this Lease, or (ii) the first day permitted under applicable law. On retaining possession without consent of Landlord, Resident shall be obligated to pay the Landlord's attorneys' fees, court costs, and any ancillary damages due to the holdover by Resident.

28. ABANDONMENT: If Resident has been absent from the Premises for more than seven (7) consecutive days without notification to Landlord, the Premises may be deemed abandoned. If Landlord deems that Resident has abandoned the Premises, Landlord will notify the Installation Commander or designee and request a determination of status of Resident and take such further action with regard to the Premises and any remaining personal property of Resident as is necessary, all in accordance with applicable law.

29. RIGHT TO RELOCATE:

(a) Landlord reserves the right to relocate Resident due to construction and renovation activities. Landlord will give Resident no less than thirty (30) days' advance written notice. Relocations directed by Landlord will be at no cost to Resident.

- (b) Landlord reserves the right to relocate Resident due to poor habitability conditions. Landlord will give Resident no less than thirty (30) days' advance written notice. Relocations may be directed by Landlord for poor habitability conditions caused by Resident, occupants or Resident's guests. In such event, Resident will pay for relocation expenses in addition to the actual cost to repair any habitability deficiencies.

30. DEBARMENT: If Resident or a Resident's family member is debarred from the Installation by the Installation Commander in accordance with the authority provided in 18 U.S.C. § 1382, and the debarment voids the Target Tenant's status as a Target Tenant, the Resident shall vacate the Premises not later than thirty (30) days from the date of the debarment. Provided, however, that Resident must comply with the terms of the debarment which are unaffected by this Lease. Unless Landlord agrees otherwise with Resident, it shall then be lawful for the Landlord to enter the Premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything contained therein shall cease and be void. However, Landlord shall have a right of action for Rent due or breach of covenant, and the commencement of a proceeding or suit in forcible entry and detainer or in ejectment. In the case of any such default and entry by Landlord, said Landlord may relet the Premises for the remainder of this Lease term and recover from Resident any deficiency between the amount so obtained by re-renting the Premises and the Rent due from Resident through the end of this Lease term.

31. RESTRICTIONS ON NONSEVERABLE AND/OR DESIGNATED HISTORICAL UNITS: Installation Commander shall have the authority to restrict non-severable units and designated historical units to Target Tenants (active duty military tenants) and other eligible residents other than members of the general public. In the event of vacancies in such units, Installation Commander may require that Target Tenants residing in severable units be relocated to the non-severable or designated historical units. If Installation Commander requires the move, the Government, and not Resident, shall be required to pay costs of moving.

32. RESIDENT CONSENT TO RELOCATE: Resident acknowledges that Resident may be directed by the Installation Commander to move from the Premises to another housing unit when it is necessary to separate neighborhoods or to attain occupancy in designated historical homes. Resident hereby agrees that Resident will consent to any such relocation that is directed by the Installation Commander.

33. INSTALLATION COMMANDER'S AUTHORITY:

- (a) Resident acknowledges that (a) the Premises, the Leased Premises (the housing area or the "Community") and the Leased Premises Improvements, including the housing unit subject to this Lease, are located on the Installation and (b) such Premises, Leased Premises, and Leased Premises Improvements, including the housing unit subject to this Lease, occupants of the housing unit, invitees, and personal property of the occupants and their invitees, are all subject to the Installation Commander's rights, privileges and authorities, as described below.
- (b) Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Installation Commander over the Premises or the housing area relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the

maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom. The foregoing rights, prerogatives and authorities of the Installation Commander include, but are not limited to, the following:

- (c) The authority to provide force protection and police protection services in accordance with 10 U.S.C. § 2872a, at levels deemed appropriate by the Government for the Project.
- (d) The authority to promulgate and enforce security regulations and restrict public access to the Installation, to include regulations delineating parameters for authorized entry to or exit from the Installation, pursuant to 50 U.S.C. § 797.
- (e) The authority to conduct background checks utilizing the most current National Crime Information Center data base of the Federal Bureau of Investigation with respect to Resident and all occupants pursuant to guidance promulgated by the Director, Federal Bureau of Investigation.
- (f) The authority to bar individuals from the Installation pursuant to 18 U.S.C. § 1382.
- (g) The authority to conduct inspections or searches of individuals, the Premises, the Leased Premises or the Leased Premises Improvements pursuant to Military Rule of Evidence 314, 10 U.S.C. § 802, *et seq.*, and 50 U.S.C. § 797.
- (h) The authority to issue search authorizations based on probable cause of individuals, the Premises, the Leased Premises or the Leased Premises Improvements pursuant to Military Rule of Evidence 315, 10 U.S.C. § 802, *et seq.* and 50 U.S.C. § 797.
- (i) The authority to conduct disaster preparedness exercises and/or emergency recovery operations on the Installation in accordance with 50 U.S.C. § 797 and Department of Defense Instruction 5200.8.
- (j) The authority to exercise emergency health powers on the Installation pursuant to Department of Defense Directive 6200.3 in the event of a public health emergency due to biological warfare, terrorism, or other communicable disease epidemic.
- (k) Any statutes, directives, regulations, or instructions referenced above shall be deemed to refer to such authorities as in effect on the Commencement Date, as the same may be amended, supplemented or superseded from time to time.
- (l) Anything contained in this Lease to the contrary notwithstanding, the Installation Commander has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to Residents, if he or she believes, in his or her sole discretion, that the continued presence on the

Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation or compromises good order and/or discipline on the Installation.

34. NOTICES: Unless otherwise provided, any notice period provided for in this Lease shall begin to run on the date such notice is received. If properly sent to the recipient's last known address by prepaid mail, notice shall be construed as delivered as of the postmark date of sender's mail receipt form, in the case of certified or registered mail. Notices to Landlord shall be sent to

Lackland Family Housing, LLC
2254 Brian McElroy Drive
San Antonio, TX 78236

35. SEVERABILITY: If any provision or clause of this Lease is held invalid by a court of law, such invalidity shall not affect other provisions of this Lease that can be given effect without the invalid provision and to this end, the provisions of this Lease are declared to be severable.

36. CONFIDENTIALITY OF RESIDENT RECORDS: Landlord or Landlord's managing agent shall not release financial information about a Resident or a prospective Resident to a third party, other than Resident's rent payment record and the amount of Resident's periodic rental payment, without the prior written consent of Resident or a prospective Resident, or upon service on Landlord of a subpoena or other court order for the production of records. This Section shall not preclude Landlord from releasing information pertaining to a Resident or a prospective Resident in the event of an emergency.

37. MODIFICATIONS: No modifications to the terms and conditions of this Lease shall be enforceable unless executed in writing, signed and dated by Landlord and Resident, or Resident's representative, as applicable.

38. CONFLICTS: The terms of this Lease shall take precedence over any conflicting terms between this Lease and the Resident Guide.

39. RESIDENT GUIDE: Resident acknowledges receipt of a copy of the Resident Guide and agrees to abide by its terms. Any changes to the Resident Guide shall be effective only after thirty (30) days' written notice is given of such changes. The Resident Guide, together with any addenda attached hereto as Exhibits, or which may hereafter be attached as Exhibits, are hereby incorporated herein and made a part of this Lease.

RESIDENT ACKNOWLEDGES RECEIPT OF THE FOLLOWING ITEMS AND UNDERSTANDS THAT THEY ARE A BINDING PART OF THIS LEASE AGREEMENT:

✓(POA) LEAD BASED PAINT ADDENDUM (Exhibit "A")

✓(POA) RESIDENT GUIDE (Exhibit "B")

✓(POA) PET ADDENDUM (Exhibit "C")

~~At POA~~ SATELLITE DISH ADDENDUM (Exhibit "D") (if applicable)

~~At POA~~ MOLD ADDENDUM (Exhibit "E")

~~At POA~~ SURGE PROTECTOR ADDENDUM (Exhibit "F")

~~At POA~~ AUTHORIZATION TO ENTER (Exhibit "G")

~~At POA~~ GARAGE ADDENDUM ("Exhibit H")

~~At POA~~ ACKNOWLEDGMENT OF SWIMMING POOL AREA RULES (Exhibit "I")

~~At POA~~ PROPERTY CONDITION REPORT (Exhibit "J")

~~At POA~~ ACKNOWLEDGMENT OF OUT-OF-POCKET EXPENSES (Exhibit "K")

~~At POA~~ CONSENT TO RELOCATE (Exhibit "L")

~~At POA~~ BACKGROUND CHECKS (Exhibit "M")

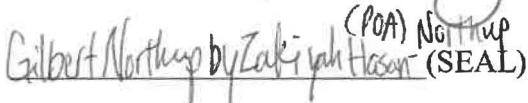
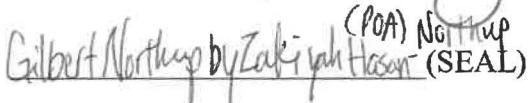
IN WITNESS WHEREOF, the parties have signed this Lease, each of which shall constitute an original.

LANDLORD


(SEAL)

DATE: 11/18/19

RESIDENT


(POA) ^(POA) 
(SEAL)

DATE: 11/18/19

Exhibit "B"(1)
Receipt of Resident Guide

I have received the Balfour Beatty Communities' "Resident Guide" which contains the rules and regulations for Lackland Family Housing.

Gilbert Northup by Zakiyah Hasan-Northup ^(POA) 11/18/19
Resident Name (please print) Date

Zakiyah Hasan-Northup 11/18/19
Signature Date

2138 BLAKE RD, SAN ANTONIO, TX 78236

Address

Valerie D. Dugay 11/18/19
Landlord Representative Signature Date

Pet Addendum

This will serve as an Addendum to the Lease dated 11/18/2019, between [Insert Owner] (Owner) and GILBERT NORTHUP (Resident/Tenant) regarding the Premises located at 2138 BLAKE RD.

This Pet Addendum does not apply to animals that provide assistance to persons with disabilities ("Assistance Animals"). The Owner and/or its property manager provides request forms for Assistance Animals, and an individual who would like to request an accommodation for the use of an Assistance Animal should contact the Community Management Office.

Pet Description	Pet #1	Pet #2
1. Pet Name:		
2. Type of Pet:		
3. Breed:		
4. Color:		
5. Current Age:		
6. Mature Size:		
7. Sex:	M/F	M/F

PET RESTRICTIONS: Only two pets are allowed. Fish tanks and bird cages count as one pet. No more than one fish tank is permitted in the Premises. No more than two bird cages are permitted in the Premises.

Exotic pets are not permitted – only dogs, cats, birds, or fish.

The following breeds are considered aggressive and are not permitted: Akita, American Bull Dog, Chow, Doberman, Pit Bulls (American Staffordshire Bull Terriers or English Staffordshire Bull Terriers), Presa Canario (Canary Mastiff), Rottweiler, and wolf-hybrids.

No "visiting" pets are permitted without prior Community Management Office approval.

Management must approve all pets and all required documents are to be on file prior to housing any pet (refer to Resident Guide).

If additional pet(s) are acquired after move-in, Resident must alert Community Management Office and complete an updated Pet Addendum. All pets must be kept current with vaccinations, testing, and/or treatments. All dogs and cats must wear current rabies vaccination tags on their collar or harness.

The term "pet owner" will include any person owning, keeping, or harboring an animal. The Resident that has signed the lease and this addendum shall be deemed the pet owner of any pet owned, kept, or harbored within the Premises.

Pet owners are responsible for compliance with any Community Management Office pet rules, which may be updated by Owner in its sole discretion from time to time, and for any damage caused by their pets. Pet owners are responsible for removing their pet's waste throughout all areas within the housing community grounds. Abandonment of pets is specifically prohibited. Pet owners who no longer desire to keep a pet or who are moving out will not abandon any animal. Unwanted pets should be made available for adoption.

The privilege of keeping a pet in the Premises may be revoked and/or a Letter of Caution issued if the pet is determined to be a nuisance. A nuisance is defined as any action of a pet that endangers life or health, gives offense to the senses, violates laws of decency, or obstructs reasonable or comfortable use of property. For example, an animal may be deemed a nuisance if it:

1. Habitually or repeatedly barks in such a manner or to such an extent that it disturbs others.
2. Interferes or obstructs persons engaging in exercise or physical activity.

3. Defecates in areas not authorized by Owner (which includes for single family housing, the lawns of residents in other homes).
4. Habitually violates the leash law.

Pet owners have full responsibility and liability for the conduct of their pets. This includes full restitution for any damages to yards, homes, etc., or hospital bills/veterinary bills incurred as a result of injuries inflicted.

Pet owners are encouraged to acquire and maintain liability insurance in the event that their pet bites, causes physical injury or otherwise harms another person or their property (including other pets). Pet owners will be held responsible for personal injury or property claims from third parties.

Pets will not be permitted to run loose in the community. A Letter of Caution may be issued or the privilege of having a pet may be revoked if a Resident or guest routinely violates the leash law. When pets are not penned, they will be leashed at all times and under Resident's control. Dogs will not be chained outdoors and left unattended at any time. Pets may be left in fenced-in-yards for short periods of time with proper food, water, and shelter.

Pets may not be unattended unless confined indoors, or outdoors in a securely enclosed and locked pen, or other approved structure designed to completely restrain the animal. The Community Manager, or a representative of the Community Manager, will determine if the structure used to restrain the animal is sufficient. Anytime a pet is outside the above confined secured areas, it must, at all times, be securely leashed and under the control of Resident or Occupant or a representative.

For single family housing, doghouses are allowed on home grounds with fenced in yards with authorization from the Community Manager; and provided that a Request for Alteration Form must be submitted to, and approved by, the Community Management Office first. Doghouses shall conform to the size of the dog, standards of good taste, and shall not detract from the appearance of the Premises. It must be painted white, the color of the Premises or another color as specified in the Resident Guide and kept in the rear of the Premises at all times. Upon move-out, Residents are required to remove the doghouse and return the area to original condition with grass seeding at Resident's expense. No spikes are permitted in the ground to tether pets.

Breeding or raising animals in housing is prohibited.

Farm, exotic and wild animals are not allowed in the community. These animals include all animals normally used as work animals and those kept for the production of food, or opossums, raccoons, and any other species of animal not usually considered to be domestic.

In cases of bites or scratches to an animal, transport the injured animal to the nearest Veterinary Facility for examination. The Community Manager must also be notified.

A Letter of Caution may be issued or the privilege of having a pet in the community may be revoked as a result of a pet biting a person or another animal.

Complaints concerning stray or unattended pets and general upkeep of housing areas around pets should be directed to the Community Management Office.

Pets are prohibited from any playground areas in the community.

For Residents living in military housing on an Installation/Base, Resident must comply with any Installation/Base rules and regulations regarding pets.

Resident understands and agrees that this addendum is incorporated in and made a part of the Lease, renews and expires under the same terms and conditions as the Lease.

Resident:



Date: 11/18/19

Resident: _____ Date: _____

Owner: Valerie Rung

Date: 11/18/19

Exhibit "D"
Lackland Family Housing, LLC
Satellite Dish Addendum

Under rules of the Federal Communications Commission (FCC), Resident has a limited right to install a satellite dish at the Premises and Landlord has the right to impose reasonable restrictions relating to such installation. Resident is required to comply with these restrictions as a condition of installing such equipment as specified in this addendum.

Number and size: Resident may install only one satellite dish or antenna within the leased premises. A satellite dish may not exceed 39 inches in diameter. An antenna or dish may receive but not transmit signals.

Location: Location of the satellite dish or antenna is limited to (1) inside the Premises, or (2) in an area outside the Premises such as a balcony, patio, yard, etc. which is part of the Premises. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other Owner are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space of the Premises.

Safety and non-interference: Installation: (1) must comply with reasonable safety standards; (2) may not interfere with the communities' cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to telecommunications systems; and (4) may not be connected to electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within the Premises (such as a balcony or patio railing); or (3) any other method approved by Landlord in writing. No other methods are allowed. Landlord may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

Signal transmission from exterior dish or antenna to interior of Premises: Resident may not damage or alter the Premises and may not drill holes through outside walls, door jams, windowsills, etc. If the satellite dish or antenna is installed outside the living area (on a balcony, patio, or yard of which is part of the Premises), signals received by the satellite dish or antenna may be transmitted to the interior of the Premises only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the Premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane" similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window – without drilling a hole through the window; (4) wireless transmission of the signal to a device inside the Premises; or (5) any other method approved by Landlord in writing.

Workmanship: For safety purposes, Resident must obtain Landlords written approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. Installation must be done by a qualified person or company that has worker's compensation insurance and adequate public liability insurance. Landlord approval will not be unreasonably withheld. Resident must obtain any permits required by the city for the installation and comply with any applicable city ordinances or LAFB regulations.

Maintenance: Resident will have the sole responsibility for maintaining the satellite dish or antenna and all related equipment. Landlord may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.

Removal and damages: Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the actual cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of the satellite dish or antenna and related equipment.

Liability insurance and indemnity: Resident is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Resident must provide Landlord with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to the satellite dish, antenna or related equipment. The insurance coverage must be no less than \$ [REDACTED] (which is an amount reasonably determined by us to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify and hold Landlord harmless from the above claims by others.

Deposit increase: For non-active duty military residents, a security deposit increase (in connection with having a satellite dish or antenna) may be required. If that is the case, the security deposit is increased by an additional sum of \$ [REDACTED] to help protect Landlord against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at time of move-out. A security deposit increase does not imply a right to drill into or alter the Premises.

When Resident may begin installation: Resident may start installation of the satellite dish or antenna only after Resident has: (1) signed these Rules and Regulations; (2) provided Landlord with written evidence of the liability insurance referred; (3) paid Landlord the additional security deposit, if applicable; and (4) received Landlords written approval of the installation materials and the person or company who will do the installation.

Signed and Accepted by:

Print Name:

Gilbert Northup by Zakiyah Hasan - Northup (POA)

Signature:



Date:

18 NOV 2019

Exhibit "E"
Lackland Family Housing, LLC
Mold Addendum

Resident Acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises.

Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the ventilation or air-conditioning ducts in the Premises. Resident also agrees to promptly, upon actual knowledge of the condition, report to the Community Management Office: (1) any evidence of a water leak or excessive moisture in the Premises, as well as any storage room, garage, or other common area; (2) any evidence of mold-or-mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the ventilation or air-conditioning system in the Premises; and, (4) any inoperable windows or doors.

Landlord's duty to repair the Premises shall be in accordance with the terms of the Lease and Resident may be liable for damage and personal injury to Resident and Occupants resulting from Resident's failure to comply with these terms.

Resident acknowledges receipt of the information sheet, "Tips for Preventing Mold and Mildew," attached to the Resident Guide.

Resident Signature: Gilbert Northup by Zakiyah Hasan-Northup ^(POA) Date: 18 NOV 2019

Landlord Representative: Valerie Ruz Date: 18 NOV 2019

Exhibit "F"
Surge Protector Addendum

Date: 18 NOV 2019

Resident: GILBERT NORTHUP

House Address: 2138 BLAKE RD, SAN ANTONIO, TX 78236

The power provided to housing has a tendency to fluctuate. This can cause damage to electronic components. Residents are advised to use surge protectors to protect electronic equipment (stereos, TV's, typewriters, computers, etc.) from damage caused by voltage fluctuations. It is the resident's responsibility to purchase surge protectors. The Owner and Property Manager are not responsible for damage to appliances or equipment due to high or low voltage of power fluctuations.

Gilbert Northup by Zakiyah Hasan-Northup (POA)
Resident Signature

18 NOV 2019

Date

Resident Signature

Date

Valerie R
Landlord Representative Signature

18 NOV 2019

Date

Exhibit "G"
Authorization to Enter

Date: 18 NOV 2019

Resident: GILBERT NORTHUP

House Address: 2138 BLAKE RD, SAN ANTONIO, TX 78236

I DO hereby authorize Landlord's personnel and their agents to enter my home for maintenance service requests and routine inspections provided prior notification was provided to me in accordance with the terms of the Lease. I further agree that prior to a scheduled maintenance service request any pet in my home will be confined to an area that does not require maintenance services.

Also, I agree that at any time an emergency situation, in the sole discretion of the Landlord, occurs, staff may enter my home to respond accordingly and make necessary repairs.

Resident Signature

Resident Signature

Landlord Representative Signature

I DO NOT hereby authorize Landlord's personnel nor its agents to enter my home for maintenance service requests and routine inspections even if prior notification was provided to me.

However, I agree that Landlord and its personnel has the immediate right of entry to my home if, as determined by the Landlord, an emergency condition exists.

Gilbert Northup by Zakiyah Hasan-Northup (POA)

Resident Signature

Resident Signature



Landlord Representative Signature

Exhibit "H"
GARAGE ADDENDUM

Residents Insurance & Indemnity Obligations for Use of Garage

The garage shall be used for the purpose of parking the Resident's automobile or motorcycle and for no other purpose.

Any personal property stored within the garage shall be done at Resident's sole risk, and therefore, it is recommended that Resident obtain additional renter's insurance at Resident's expense.

Resident hereby agrees to indemnify and hold harmless owner/Landlord/management company from and against any and all attorney's fees incurred by Owner/Landlord/Management Company arising from Residents improper use of the garage, or from any illegal activity, work or thing done, permitted or suffered by Resident in, on or about the garage.

Resident acknowledges that the monthly rental amount for the Premises includes Resident's the use of a garage.

Resident agrees to pay for any damage to the garage caused by the Resident, Occupant s or guest of the Resident's negligence that results in the need for any repair or replacement of garage-related items.

Gilbert Northup by Zakiyah Khan-Northup (POA)
Residents Signature _____ Date 18 NOV 2019

Residents Signature _____ Date _____

Valerie R. [Signature]
Landlord Representative Signature _____ Date 18 NOV 2019

Exhibit "I"

ACKNOWLEDGMENT BY RESIDENT OF SWIMMING POOL AREA RULES AND POLICIES

Date: 18 NOV 2019

Residents: GILBERT NORTHUP

House Address: 2138 BLAKE RD, SAN ANTONIO, TX 78236

SWIMMING POOL POLICIES: NO LIFEGUARD OR OTHER SAFETY PERSONNEL WILL BE ON DUTY AT THE SWIMMING POOL AREA AT ANY TIME.

The Owner of the community and its authorized property manager do not and cannot assure, guarantee or warrant your safety. (For purposes of this swimming pool area policy, "owner" means the property owner, and owner's property management company, on site managers and other owner representatives.)

Furthermore,

1. We recommend residents not permit any minor child or adult who is not sufficiently trained in swimming to utilize or participate in the use of the swimming pool and wading pool without being accompanied by a responsible supervising adult.
2. Resident agrees that an adult must accompany persons under twelve (12) years of age.
3. Resident agrees to obey all rules and regulations pertaining to the use of the pool area, and that Resident will instruct Resident's children, Occupants, guests and invitees to follow and obey such rules.

RESIDENT ACKNOWLEDGEMENT: I HAVE READ, UNDERSTOOD AND AGREE TO COMPLY WITH THE SWIMMING POOL AREA POLICIES OUTLINED ABOVE. I AGREE TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISKS AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OR PARTICIPATING IN THE USE OF THE SWIMMING POOL AREA. I HAVE RECEIVED NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SWIMMING POOL AREA. OWNER HAS NOT STATED OR IMPLIED TO ME IN ANY WAY THAT SAFETY OF PERSON OR PROPERTY WILL BE PROVIDED, PROMISED OR GUARANTEED.

I AGREE TO RELEASE AND HOLD HARMLESS OWNER (AS DEFINED ABOVE) FROM ANY PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME, OCCUPANTS, MY SPOUSE, CHILDREN OR GUESTS AS A RESULT OF OUR USE OR PARTICIPATION IN THE USE OF THE POOL AREA.

I ACKNOWLEDGE THAT OWNER'S REPRESENTATIVES HAVE NO AUTHORITY TO MAKE CHANGES OR MODIFICATIONS IN THIS DOCUMENT OR TO MAKE PROMISES REGARDING THE SWIMMING POOL AREA UNLESS THEY ARE IN WRITING AND SIGNED.

Gilbert Northup by Zakir Hossain-Northup ^(P.S.) 18 NOV 2019

Resident

Date

Resident

Date

Valerie R ^(P.S.) 18 NOV 2019

Landlord Representative Signature

Date

Exhibit "J"
Lackland Family Housing
Resident Background Checks

The Resident agrees that the Landlord or Installation Security Office has the authority to conduct background checks with respect to privatized housing Tenants, Occupants, and applicants the age of 18 and above, prior to signing a tenant lease.

Applicants who must submit to a NCIC background check shall present themselves to the Installation Visitor's Center for an NCIC background check. Applicants who must submit to a NACI background check will be escorted by an authorized escort to the designated Installation office for fingerprinting.

Active military members will not be required to submit to a background check.

Other Eligible Tenant applicants, excluding the "General Public", and all Occupants the age of 18 and older will be required to submit to a NCIC background annually.

"General Public" applicants who:

- a) Reside "outside the gate" and not on the Installation will be required to submit to a NCIC background check annually.
- b) Reside "behind the gate" and on the Installation will be required to submit to a NCIC background check annually and a NACI background check not more frequently than once every four (4) years (or equivalent national security clearance, consistent with the requirements of Homeland Security Presidential Directive-12 (HSPD-12) and DoD 5200.08-R, *Physical Security Program*, 9 Apr 2007, Para C.3.3), or successor statutes or directives regarding Installation access.

HPC will honor the recommendations of the Installation Security Office on whether to grant housing based on the result of the NCIC or NACI check."

I have read and understood this Addendum.

AGREED AND ACCEPTED this 18TH day of NOV 2019.

N/A
Landlord Representative Signature

N/A
Resident Signature

Exhibit "K"
Lackland Family Housing
Weapons Addendum to Resident Responsibility Agreement

The undersigned agree that this addendum is incorporated in and made a part of the *Resident Responsibility Agreement* between Lackland Family Housing, LLC (Landlord) and GILBERT NORTHUP (Lessee), for the residence of 2138 BLAKE RD, SAN ANTONIO, TX 78236, dated 18 NOV 2019 and shall renew and expire under the same terms and conditions of the *Resident Responsibility Agreement*.

Weapons Policy

In accordance with AFI 31-101 LAFB Sup 1 24, Residents and family members residing in the home may possess and store privately owned weapons, which include firearms, crossbows, BB and pellet guns. It is also understood and required that all weapons are declared with the Security Forces Squadron and the Community Management Office.

Compliance with Air force Instructions and Guidelines to include Texas State laws regarding firearms must be strictly adhered to without exception.

All weapons must be listed below:

Resident Name	Weapon	Make/Type	Serial Number

 I HAVE LISTED ALL WEAPONS ABOVE.

 I DECLARE NO WEAPONS AT THIS TIME. I UNDERSTAND I MUST NOTIFY THE COMMUNITY MANAGEMENT OFFICE IMMEDIATELY IF I ACQUIRE ANY WEAPON AND WILL FOLLOW ALL PROCEDURES.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE DETAILED POLICIES AND PROCEDURES, INCLUDING AFI 31-101 LAFB Sup 1 24 AND TEXAS STATE LAW.

Resident Signature: Gilbert Northup by Zahijah Hasan-Northup ^(POA) Date: 11/18/19

Landlord Representative Signature: Valerie Date: 11/18/19

Exhibit "A"
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT

This will serve as Exhibit "A" to the Lease dated 18 NOV 2019 between Lackland Family Housing, LLC (Owner) and GILBERT NORTHUP (Resident) regarding the Premises located 2138 BLAKE RD, SAN ANTONIO, TX 78236.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) **X** Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (Check (i) or (ii) below):

(i) Owner has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment (initial)

(c) Resident has received copies of all information listed above.

(d) Resident has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Resident:

Name: Gilbert Northup by Zakiyah Hasan Northup (POA)
Date: 18 NOV 2019

Owner:

Name: Valerie Date: 10/10/18

Exhibit "L" (1)
Lackland Family Housing, LLC
(For use with Active Duty Military Lease, only)

Acknowledgement of Out-of-Pocket Expense

Resident acknowledges that at the time of Lease execution, Resident was advised that the Premises is a home designed for occupancy by an individual who receives a greater BAH. This is often referred to as "renting up".

Resident further acknowledges that at the time of Lease execution, Resident was advised that renting the home would result in Resident paying out-of-pocket expenses that exceeded Resident's monthly BAH.

If Resident chooses to re-locate to another home for the purpose of renting a home that is targeted for his rank, the move will be considered voluntary by the Resident and will be made at Resident's expense.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please consult with the Landlord prior to signing.

I have read and understand the contents of this Addendum.

AGREED AND ACCEPTED this 18TH day of NOV 2019.

N/A
Landlord Representative Signature

N/A
Resident Signature

Exhibit "M"

Lackland Family Housing, LLC
CONSENT TO RELOCATE

Resident acknowledges that at the time of Lease execution Resident was advised that the Premises is a unit designed for occupancy by individuals with disabilities, often referred to as an "ADA Unit".

Resident further acknowledges that at the time of Lease execution Resident was advised that if an individual with physical or mental impairments needs to occupy the ADA unit, Resident will be required to re-locate to another unit at Landlord's expense.

This addendum does not include Key and Essential personnel and designated quarters.

Resident consents to re-locate to another unit at Landlord's request, and at Landlord's expense.

Please acknowledge receipt of this Addendum by signing below. If you have any questions or concerns, please consult with the Landlord prior to signing.

I have read and understood this Addendum.

AGREED AND ACCEPTED this 18TH day of NOV 2019.

N/A
Landlord Representative Signature

N/A
Resident Signature

Exhibit "M"(1)
Consent to Relocate for Key & Essential Personnel

You are being assigned a designated Key & Essential home with communications accessibility and may be directed to relocate to another home on-base (if available) or to relocate off-base in the event you are no longer assigned to this billet that requires your residency in a Key & Essential home. The move would be paid at government expense. All Key & Essential personnel are required to reside in designated housing unless authorized a waiver by the Installation Commander.

During the Key & Essential personnel rotations, it is imperative that the inbound Key & Essential personnel transition into these specified homes at the time of their arrival to ensure mission requirements are not adversely impacted. As a result, it is a requirement to ensure timely occupancy of designated quarters for inbound Key & Essential personnel assigned to JBSA-Lackland. All outbound Key & Essential personnel will be required to vacate K&E quarters no later than two (2) weeks prior to the Change of Command of the inbound Key & Essential personnel. Further, all K&E quarters will be required to have a pre move-out inspection conducted during the last month of occupancy. A final move-out inspection will be conducted on the day of move-out.

Please direct any additional questions to Alison Birney, Community Manager 210-674-9366 or via email at
[REDACTED]

Alison Birney
BALFOUR BEATTY COMMUNITIES
Community Manager

Resident acknowledges that at the time of Lease execution, resident was advised that **2138 BLAKE RD** is **NOT** home designated for occupancy by Key and Essential personnel with communications requirements. Resident further acknowledges that at the time of Lease execution, resident was advised that **IF** a Key & Essential applicant meeting the criteria to occupy said home is inbound, the resident will be required to re-locate at government expense.

By signing below, resident acknowledges receipt of this Memorandum, has read and agrees to its terms.

_____**N/A**_____ **PRINTED NAME** _____
_____**N/A**_____ **SIGNATURE**

_____**N/A**_____
Date signed

Exhibit "L"
Lackland Family Housing
CRIME FREE LEASE ADDENDUM

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. Resident and Resident's Occupants whether on or off of the property; and Resident's and Resident's Occupant's guests and invitees, are prohibited from:
 - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug relates criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 - b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
 - c. Engaging in the unlawful manufacturing, selling, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
 - d. Engaging in any illegal activity, including, but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.
2. **VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.
4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.
6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Gilbert Northup by Zakiyah Hasan-Northup (PDA) 18 NOV 2019
Residents Signature Date

Valerie Q. 18 NOV 2019
Landlord Representative Signature Date